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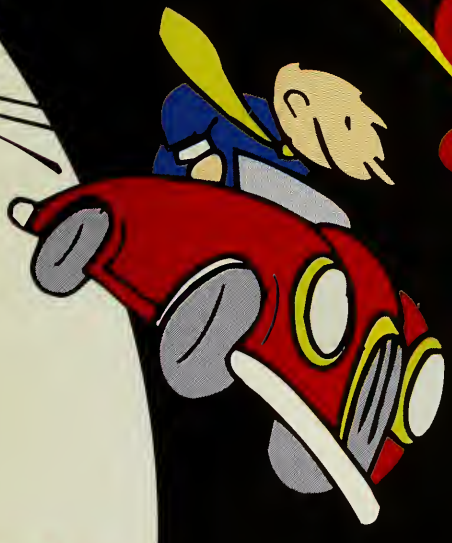

A Consumer's Guide to Buying, Leasing and Repairing a Car in Massachusetts

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The Commonwealth of Massachusetts
Office of the Attorney General
One Ashburton Place
Boston, MA 02108-1698

SCOTT HARSHBARGER
ATTORNEY GENERAL

Dear Massachusetts Consumer:

I am pleased to be able to assist in sponsoring the 1998 edition of *CAR SMART*, the useful guide to buying, leasing and maintaining a car in Massachusetts, presented to you by the Massachusetts Consumers' Coalition.

Aside from the purchase of a home, the purchase or lease of an automobile is most likely the largest single expenditure made by a family or individual. To avoid pitfalls when entering into a purchase or lease, the wise consumer will do his or her homework before going to inspect vehicles on a dealer's lot. *CAR SMART*, with its helpful tips, handy list of references, and how-to-do-it checklists, will walk you through the steps you need to take before you enter into negotiations for that new or used car you may already have your eye on. The booklet's focus on the latest Massachusetts and Federal consumer protection laws gives you the information you need to assert your consumer rights and know your responsibilities in these important transactions.

In the over 14,000 annual written consumer complaints my office and our Local Consumer Programs handle, and the over 200,000 telephone calls they field, car problems, including purchase, lease and repair, remain at the top of our complaint list. I am therefore pleased that members of my Consumer Protection and Antitrust Division could assist in working on *CAR SMART*, and I hope that it will help you and others in avoiding or resolving car-related problems in the future.

I wish you a long, pleasant and safe journey in your car, made possible, we hope, by assistance from the information in *CAR SMART*.

Sincerely,

Scott Harshbarger
Attorney General

MASSACHUSETTS CONSUMERS' COALITION

AN ASSOCIATION OF PUBLIC AND PRIVATE AGENCIES AFFILIATED TO PROMOTE CONSUMER INTERESTS

PAUL SCHLAVER, Chair
EDGAR DWORSKY, Treasurer
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WHY CONSUMERS SHOULD READ THIS GUIDE

Over five years ago the Massachusetts Consumers' Coalition recognized a need for a comprehensive educational booklet that addressed all aspects of the world of automobiles for the average consumer. *CAR SMART* was the result! The 1993 version of *CAR SMART* enjoyed two print runs for a total of twelve thousand copies that were offered to the general public at no charge. The booklet won a consumer education award at the 1994 National Association of Consumer Agency Administrators (NACAA) Annual Conference.

Nationwide, auto sales and services account for more consumer complaints than any other subject. In today's marketplace, the typical automobile consumer may be just as likely to choose to lease a vehicle as to purchase one. The New Car Lemon Law in Massachusetts now includes leased vehicles. In January of 1998 the Federal Reserve Board implements a major revision to *Regulation M* in response to increased automobile leasing by consumers. Savvy consumers also use the Internet to research and even shop for new and used vehicles. Cars are complicated and expensive pieces of machinery, but most consumers tend to take their cars for granted–until they break down or consumers have trouble making their car payments. It is vital for consumers to understand how to choose the right cars, how to get fair prices and finance rates, and what their legal rights and obligations are in car purchases, leases and repairs.

This is why the Massachusetts Consumers' Coalition and concerned members of the business community would like to offer Massachusetts consumers a revised version of *CAR SMART.* Such chapters as, *Doing Your Homework, Making The Deal,* and *Handling Car Problems* have been updated and expanded to address new developments in the marketplace. The 1998 edition will fit in your glove compartment. Inside this book you will find vital new information, explanations of state and federal laws, Internet resources, and helpful consumer contacts. We hope that these materials will help you to become "Car Smart."

Paul Schlaver, Chair
Massachusetts Consumers' Coalition

Acknowledgments

This publication of **Car Smart** would not have been **possible without the generous donations of these co-sponsors:**

Massachusetts Office of the Attorney General
Scott Harshbarger

Ford Motor Company

AARP Massachusetts

American Express Company

AAA Southern New England

Massachusetts Association of Insurance Agents

Better Business Bureau of Central New England

The Massachusetts Consumers' Coalition would like to thank the following people for their invaluable research and editorial assistance: **Deborah Bloomberg, Edgar Dworsky, Jeanne Foy, Muriel Hervey, Benjamin Meshoulam, Kevin Nasca, Paul Schlaver, and Diane Szafarowicz.**

Of course we would not have been able to publish a revised **Car Smart** without the strong foundation of the 1993 edition.

Thanks also to the Federal Reserve System for providing the insert, **Keys to Vehicle Leasing: A Consumer Guide.**

Finally, Mary Burgess and the staff at Classic Copy & Printing in Cambridge, Massachusetts deserve special recognition for the design of **Car Smart.**

To obtain copies of *Car Smart*, Contact the Attorney General's Local Consumer Program nearest you.

See page 63

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IMPORTANT NOTE:

This publication is designed to provided accurate and authoritative information in regard to the subject matter covered. It is provided with the understanding that neither the publisher, sponsors, nor authors are engaged in rendering legal advice. If legal advice is required, the services of a competent professional should be sought. The opinions and strategies suggested herein are those of the authors and do not necessarily represent those of the sponsors or the publisher.

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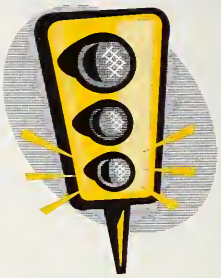
Chapter 1



Doing Your Homework

Introduction

Cars are major investments. We depend on them to get us to school or work, to the doctor's office or the grocery store, as well as to take us on vacations. Before you buy or lease a car, you should consider:

- What kind of vehicle fits your needs;
- What features or options you want;
- How much you can afford to pay;
- Which cars have the best ratings for reliability and safety;
- Whether to buy a new or used car, or to lease;
- Whether to buy or lease from a dealer or buy from a private seller.

Size and Other Considerations

Cars come in different sizes: full, mid-size, compact, subcompact, minicompact, and two-seaters. There are also small pick-up trucks, full-size trucks, vans, minivans, and special purpose vehicles like sport utility vehicles. Generally, larger vehicles use more fuel than smaller ones, but they may be safer in collisions.

Think about the size of your family, whether you're likely to carry passengers often, and the age of those passengers. If you're going to be transporting your elderly parents, you don't want to buy a small sports car. Do you want two doors or four? Are you interested in dual airbags for added safety? Do you need a four-wheel drive vehicle because you live on a steep country road? Or do you want a car that gets great gas mileage because you frequently drive in stop-and-go city traffic?

Calculating Your Budget

Make a list with two columns: things you definitely want (for instance, automatic transmission or air conditioning), and things you want if you can afford them (like a sunroof or CD player).

Make a second list for your budget. How much money can you afford to spend, and what will your expenses be? Write down your income and fixed expenses, then determine how much cash you have to buy a car outright or to use as a down payment to either buy or lease a car, and what you'd be able to afford in monthly loan payments.

Don't forget that you'll have other car related expenses: sales tax, registration and title fees, excise tax, and insurance. Estimate those amounts and add them to your budget figures (you can get information on these costs from the Registry of Motor Vehicles, your city or town clerk, and your insurance agent).

You'll also have to pay for fuel and regular maintenance for the car. Sources for information about those expenses are discussed later in this section.

You may also want to check with your bank or credit union to find out if you would be eligible for a loan. The lender can help you calculate how much you can afford to spend. Shopping for interest rates now will help you quickly arrange the most favorable financing when you're ready to buy.

Which Make and Model?

When you have some idea what features you're looking for and how much you can afford, do some research to narrow your choices to the makes and models you're most interested in.

CONSUMER REPORTS and auto magazines such as MOTOR TREND publish articles that compare different new and used cars. There are also books published yearly that rate the design, comfort, safety, reliability, price, and repair costs of various cars. You can find these publications at bookstores or your local library.

The U.S. Department of Energy publishes an annual guide that shows the estimated miles per gallon to operate a car under both highway and city driving conditions. For a free copy, you can call **1-800-523-2929. (see www.eren.doe.gov/feguide)**

You can also find out whether particular cars have been recalled for safety defects by calling the National Highway Traffic Safety Administration (NHTSA) toll-free: **1-800-424-9393. (see www.nhtsa.dot.gov)**

Getting Price Information

Price information is available from a variety of sources. In addition to price comparisons in books and magazines, CONSUMER REPORTS, the American Automobile Association, and other organizations offer pricing services from which you can purchase information about dealers' costs for specific makes and models of new cars.

If you're shopping for a used car, or you want to know how much your trade-in is worth, the National Automobile Dealer Association (NADA) publishes monthly used car ("blue book") and older used car ("orange book") price guides. They show the average trade-in and retail values of cars, as well as an estimate of the dollar amount that banks will loan towards the purchase of the used car (usually about 80% of retail value). There are also formulas for deducting from the value for high mileage, or adding to the value for low mileage.

You can also look at newspapers to find the advertised prices of cars you're interested in.

Knowing the price ahead of time not only helps you determine what you can afford, but also gives you an advantage when negotiating with the seller.

New or Used?

The decision to buy or lease a new or used car depends on how much you can afford, whether it's your only form of transportation or a second car, how long you plan to keep it, how much driving you do in a year, and other personal factors. New cars should be free of defects and run well for years. They come with much longer standard warranties than used cars. Used cars may need more costly repairs much sooner, depending on the mileage and how they've been maintained, but they cost less to purchase and insure.

Is The Leasing Alternative Right For You?

Dealers and manufacturers are increasingly advertising leasing as an alternative to buying cars and consumers are increasingly choosing the lease option. Currently, about one-third of new cars and trucks leaving the show room are under lease. Some advantages to leasing are:

The down payment or other upfront costs are usually less than in a car purchase;

Your monthly payments are usually less than with a car loan;

For most leases, you don't have to worry about reselling the car later — you can walk away from it when the lease ends, and are only responsible for any end of lease charges.

On the other hand, there are disadvantages to leasing:

You pay a significant amount of money to use the car during the lease but it's not yours at the end (unless you have and exercise an option to buy the car);

If you lease a used vehicle, the leased vehicle isn't covered by the used car lemon laws if there are persistent defects;

There may be limits to how many miles you can drive the car during the lease term;

If you want to end the lease before it expires, there are usually substantial early termination penalties;

You may be responsible for an additional payment at the end of the lease for excessive mileage, or if the lease company determines there is excessive wear and use, or damage to the vehicle.

New leased cars usually carry the manufacturers' warranties. Used leased cars may not carry any manufacturer's warranty coverage. You should check with the manufacturer to verify the length and scope of your coverage.

While the federal Consumer Leasing Act and Federal Reserve Regulation M require that information about the costs, responsibilities, and terms of the lease be spelled out in the contract, you should read and understand the full lease agreement before signing it. **(www.bog.frb.fed.us/pubs/leasing)**

Make sure you know whether you're buying or leasing a car, and ask the dealer to explain any terms or conditions that you don't clearly understand.

Used Car Dealer or Private Sale?

When you're deciding who to buy a car from, ask yourself:

Is it a fair price? If it's too low or high, why?

Is the car in good condition, or does it need work?

What are the seller's warranty responsibilities?

Does the seller have repair facilities?

Is the seller's location convenient?

What is the reputation of the seller?

Private Sales

Private sellers may charge less than dealers for used cars because they don't have salespeople or mechanics to pay, and they don't have the same warranty responsibilities. Since the private seller doesn't have the same warranty responsibilities as a dealer you must be sure the car is in good shape before you buy from a private seller. Always have a trusted mechanic look at any used car you are considering buying.

Private sellers are liable to return your money under the "Lemon Aid Law," (see page 35) if the car fails inspection within 7 days of purchase and the estimated cost of performing the needed repairs is more than 10% of the car's purchase price.

You can also demand a refund under the Used Vehicle Warranty Law, if within 30 days after you purchase the car, you can prove that a private seller knew something was seriously wrong with the car and acted in bad faith by not telling you. (see page 42). Since that's hard to prove, it's often difficult to get your money back from a private seller. Additionally, private parties are not required to repair the cars they sell.

For advice on private sale contracts, see page 24.

Dealers

Anyone who sells or negotiates the sale of more than 3 cars a year is legally considered a car dealer.

In used car sales, dealers must give written warranties of 30, 60 or 90 days, depending on the mileage at the time of purchase. While there are some exceptions to this rule (see page 42), dealers are not allowed to sell a car "as is." As in private party sales, it's always a good idea to have a trusted mechanic look at any used car you are considering buying.

Remember, even if defects are covered under warranties some dealers are more willing to solve problems than others, and some service departments are better than others.

You may also use the Federal Trade Commission's "Buyers Guide" stickers on the windows of used cars. These inform you whether there is a specific dealer's warranty, or if the cars come with "implied warranties" only (see page 46).

Find out if there have been consumer complaints about the dealership and how they've been resolved by contacting your local consumer office, the Attorney General's Consumer

Complaint and Information Section, (617-727-8400) and the Better Business Bureau. Don't wait until after you've purchased a car to learn that the dealer has a poor record of customer satisfaction.

The legal rights described in this booklet apply to cars bought in Massachusetts, not in other states.

Sizing Up Auto Ads

Advertisements on television, radio or in the newspaper can be confusing, since the information may be incomplete or difficult to take in all at once.

According to the Attorney General's auto regulations (940 Code of Massachusetts Regulations 5.02), the prices that car dealers advertise must include charges for freight and handling, and vehicle and document preparation. Advertised prices don't reflect taxes, the cost of title preparation, and charges for assistance in registering a car.

Car ads often give the monthly loan or lease costs, but the total price may be in much smaller print. Don't shop for a car based only on the monthly cost; always be aware of the bottom line.

Dealer ads for used cars must identify them as former demonstrators, taxis, police cars, lease or rental cars (sometimes called program, fleet, or executive cars) if the dealer knows or should know their histories. Used cars must have stock numbers that individually identify the advertised car.

If limited quantities of the car are available at an advertised price, that must be clearly disclosed. Prices must include all standard equipment unless otherwise stated. Any expiration dates or other conditions for advertised prices must also be included — for instance, if a buyer needs to pay a certain amount down in order to buy the car at the advertised price.

Be wary of ads that say "dealer's cost" or invoice prices. These claims are often false, since the dealer may be getting money back from the manufacturer through rebates, "holdbacks" or promotional fees. Remember that the advertised price is just a starting point in your negotiations.

Be suspicious of classified ads for cars that look like private sales but turn out to be from dealers. The dealers may be trying to escape their warranty obligations.

Warning! Watch Out For "Auto Brokers"

In the last few years, as many people have experienced financial hardships, ads have begun to appear offering help to those who cannot afford to continue to make their car payments, or those whose poor credit histories prevent them from getting financing to purchase cars.

"Auto brokers" say they can help by taking the cars that people can no longer afford off their hands, and arranging for other people to purchase them.

In most cases, when you have a loan or a lease on a car, your contract prohibits you from transferring the vehicle to someone else without the lender's or lessor's permission. In illegal auto brokering deals, that consent is never requested or obtained.

As the original loan holder you are still liable if the payments aren't made or the car is damaged, even though the car is no longer in your possession. As a new buyer you should realize that the car will never really be yours, even if you make all the remaining payments, since you are not the buyer or lessee of record. In some cases, the car may actually be considered stolen!

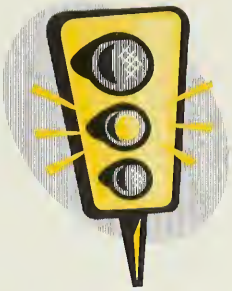
And because the "buyer" can't register and insure the car in their own name, they may be operating on the original owner's registration or insurance, or breaking the law by driving without any registration or insurance.

Checklist For Doing Your Homework

Things to keep in mind before you buy or lease a car:

- ☐ Calculate your budget.
- ☐ Narrow your choices of vehicle make and model.
- ☐ Determine if you will purchase or lease - carefully weigh the pros and cons.
- ☐ Research price information for the vehicle you have chosen.
- ☐ If buying or leasing from a dealer, check the dealer's complaint history.

Chapter 2



Making the Deal

Introduction

Now that you've determined how much you can afford to spend and what type of car you want, you can begin to prowl dealers' lots and answer ads. How can you tell which car is the right one? Since most of us aren't mechanics or car dealers, we can be at a great disadvantage in making the best choice.

Here are some basic tips for smart car shopping:

- Inspect the car carefully;
- Don't shop at night or in the rain, when it's harder to see paint defects or other problems;
- Always test drive the car;
- Don't be pressured to decide immediately;
- Don't buy or lease solely on the basis of a car's looks;
- Find out the history of any used car;
- Have a mechanic check a used car before you buy it;
- Use good negotiating skills to get the best deal;
- Look for the lowest finance rates or most favorable leasing terms;
- Make sure all the paperwork is in order and that you understand the terms of the contract.

Remember, you're not buying or leasing a "beauty" or a "cream puff," but buying an expensive piece of machinery.

Inspecting the Car

When you're looking at used cars, be prepared to get a little dirty. Dress accordingly, and bring a flashlight, a magnet, work gloves, and a rag for wiping.

The Body

Whether it's new or used, you should take a careful look at the exterior of the car. Is there paint on the moldings or trim, and does the color look different in some places? Is the paint peeling? Are the windows and trim intact? Are the door seams straight? Do the fenders line up? Are there ripples in the body as you look down the length of the car? Take a magnet and run it over the car's body to check for filler. (The magnet won't stick.)

Try the doors, windows, and trunk lid to see if they fit tightly. Look for rust. These things can indicate whether the car has been damaged and repaired.

Even new cars may have been damaged or vandalized while in transit or on dealers' lots.

If the car is used, check the suspension by pushing the body down at each corner. Does the car "bottom out, which may mean that the shock absorbers or struts are bad?

Look at the tires. Are they all the same type (radial or bias)? How worn are they, and are they worn evenly? On a used car with low mileage, excessive wear may be a sign of odometer tampering. Uneven wear could be due to serious mechanical or body problems.

Look for Leaks

Lie down and, using your flashlight, look underneath the car. Check for puddles or dripping under the car. They could be signs of oil, transmission, coolant, or other fluid leaks. Also check to see if anything is hanging loose or is disconnected. While you're down there, wipe your finger on the inside of the tail pipe. Light, dry soot is acceptable; damp grime or oil may mean trouble.

Inside the Car

On a used car, a sticker may be on the inside edge of the driver's side door showing where and when the car was last serviced and the mileage at that time.

Now try out the front and the back seats of the car. If it's a used car, you may want to check under the floor mats and the rug in the trunk for rust or signs of welded patches. Holes due to rust or big cracks in the body may make the car unsafe to drive.

Turn the ignition on, but not to the starter position. Do the warning panel lights come on? Be suspicious if you're told that a light is just burned out. Do the headlights and blinkers work? How about the horn and the wipers? Check the radio, cassette and/or disc player to see if they work.

Signs of Odometer Tampering

Look at the odometer for these signs of tampering:

It shows a different amount of mileage than you were told the car had or that appears on the paperwork;

It seems like very low mileage considering the car's age or condition;

The numbers don't line up in a straight line;

There are streaks of color running horizontally through the numbers;

The gas and brake pedals seem very worn for the low mileage on the odometer.

Check the Oil and Exhaust

When you're looking at a used car, check the oil while it's cold to see if it's the right color and at the right level. If it is too dark and looks burned, or it's thick as molasses, there may be a major engine problem. Now start the engine. Does it start up right away? Does it sound smooth or choppy? Accelerate the engine quickly a few times. Does it jump or run roughly? A whining noise can indicate worn or slipping belts.

Leave the car idling while you get out and look at the exhaust. If there is blue smoke, it may be burning oil. Black smoke may be unburned fuel. Excessive steam can be a sign that coolant is leaking.

Other Items to Check

Does the car sound too loud? There could be a leak in the exhaust system. Does the heater work? It's a necessity in New England, but if you're buying a car in the summer, you may not discover that you have a problem until the winter. If the car has air conditioning, try it, even if it's January. Test all systems

including power windows, electric seats and alarms. Don't wait until your warranty has expired to find out that something doesn't work.

Test Driving the Car

You can't really tell if you like a car or how it operates without taking it for a test drive. If the seller won't let you drive the car, find another seller.

Now it's time to take the car for a spin. If you can, drive a route that allows you to go uphill, around corners, over some bumps, and on a stretch of highway.

Does the automatic transmission shift smoothly or jerk abruptly into gear? Are there loud clunks when you shift from drive to reverse (with your foot on the brake)?

If it's a manual transmission, does it shift with ease or difficulty? Put the emergency brake on and engage the clutch slowly in each gear. Does the car stall quickly, or is the clutch disk slipping? Do you hear any clanking or grinding noises?

How do the brakes feel? Does the brake pedal go down to the floor, or do the brakes lock up? Any squeaks or squeals?

When you go uphill, are there any knocks, rattles, or deep engine noises? Does the car have enough power?

As you go downhill, slow down and then punch the gas pedal and look in the rear view mirror. Is there any blue smoke?

How is the steering and handling? Does the car pull to one side or another? Go over some bumps to see if the car bottoms out or jolts too hard. On the highway, the ride should be quiet and smooth. When you come to a stop, does the engine idle roughly, or stall out?

After the Test Drive

If you've test driven a used car, keep it running when you get back from the test drive and check the transmission fluid. It should register at the correct level on the dipstick and be a clear, reddish color. If it's too dark, thick, or gritty, there may be a transmission problem.

For cars with power steering, you may want to check that fluid as well. Look for leaks in the engine compartment or under the car.

Open the glove compartment and search under the seats for any old repair slips. They can provide you with useful information about where the car was serviced, what work has been done and the mileage at the time of servicing.

Okay, now shut off the engine. Now you can walk around the car and kick the tires (you've been wanting to do this all along, right?). And while you're at it, smell for any sign of hot brakes, and see if the engine overheats once the fan and water pump are turned off.

Getting a Mechanic's Opinion

Don't take the seller's word that any problems you may notice are minor, or that everything is fine.

Whether you're buying from a dealer or a private seller, have the car checked out by a trusted mechanic at a regular repair shop. There may be a small charge for this service, but it can save you some major headaches and expenses later, especially if you're buying from a private seller, who has no automatic warranty repair responsibility.

Have the mechanic:

Do a compression check on the engine;

Check the ball joints, differential (if there is one), tie rods, oil pressure, and ignition system;

Look at the coolant for signs of oil leaking in;

Evaluate the battery and charging system;

Pull at least one front and one rear wheel to look at the brakes;

Put the car on a lift to look at the underside for leaks, loose connections, or body problems;

Check the hoses and fluids;

Take the car out for a drive to note any strange sounds, vibrations, or other symptoms of trouble;

Check the emissions.

Some garages have computer equipment that can help to diagnose the mechanical condition of the car.

When you're selecting a repair shop, ask for references from friends, and look for the "ASE" symbol, indicating that the mechanics have been certified by the National Institute for Automotive Service Excellence.

Finding out about any mechanical or structural problems may influence how much you're willing to pay for the car or whether you want to buy it at all.

Checking a Used Car's History

Confirm the accuracy of the odometer reading and find out more about the car's condition and repair history by contacting the previous owner before you make the purchase. Massachusetts law requires a dealer to disclose to you the previous owner's name and address if you ask for this information.

Watch Out For Former Lemons

It's possible that the used car you're looking at on a dealer's lot or at a private seller's home may be a former new or used car "lemon." How do you know?

New cars that were originally bought in Massachusetts and that were returned to the manufacturers under the New Car Lemon Law (see page 37) can only be resold by dealers in this state if:

- There is a Resale Vehicle Notice on the right front window of the car disclosing that it's a former lemon;
- The buyer signs a copy of the notice;
- The dealer gives the buyer a copy of the signed notice and of any resale notices previous buyers have signed;
- The dealer keeps copies of the notices for four years.

There are, however, some large loopholes in the law. New cars that were purchased in other states and returned under their lemon laws don't have to carry resale notices. Another good reason to look at a car's title before you buy the car – some states 'brand' the titles of former new car lemons, however Massachusetts does not.

If a manufacturer was not ordered to take a car back through the Massachusetts arbitration program or a court hearing, but agreed to buy the car back voluntarily, the car does not have to be labeled as a former lemon.

Also, cars that are returned to dealers under the Used

Vehicle Warranty Law (see page 42) are not required to display "lemon" notices to tip off the next buyer.

If you are interested in a used car that was a returned lemon it is always a good idea to talk to the previous owner. Ask the previous owner:

If the mileage on the car is correct;

Whether the car was involved in an accident and if the damage was repaired;

About any defects and the repair history of the car;

Why the car was traded in or returned to the manufacturer or dealer.

If you're buying a car from a private seller, he or she may not know the previous owner. You should at least ask how long that person has owned the car, whether there have been any defects or accident damage, what repairs have been made, and why it's being sold now.

A car dealer must tell you if a used vehicle was a former demonstrator, taxicab, police car, lease or rental car, a total loss in an accident, or submerged in water, if the dealer has or should have that knowledge.

Get Recall Information

You may also want to find out if there have been any recalls on the used car you're considering. You can find out this information by calling the Auto Safety Hotline operated by the National Highway Traffic Safety Administration. The toll-free number is: **1-800-424-9393 (see www.nhtsa.dot.gov)**

If you are taking the car to a mechanic to have it checked out prior to your purchase, give the mechanic the information about any recalls on the car. If the defects haven't already been corrected, contact the manufacturer to see if you qualify for free repairs. This is especially important when you're buying a car from a private seller, whose responsibility is much more limited than a dealer's.

There may also be "service bulletins," which aren't official recalls but internal memos from manufacturers to dealers about defects. You're entitled to information from a dealer or the manufacturer about any written notices concerning the existence of defects, even if you aren't the original owner of the car.

Remember, doing your homework before you buy a car may save you a lot of grief afterwards.

Using Good Negotiating Skills

Once you know which car you want, it's time to talk to the dealer about price. Some people enjoy negotiating; others would prefer to avoid it. You can save yourself hundreds, even thousands of dollars by following a few basic negotiating rules:

Know in advance how much you can afford and what the car is worth;

Shop around beforehand for financing;

Remember that the dealer is a business person, not your friend;

Put everything you agree to in writing;

Don't be afraid to ask questions if something isn't clear;

Walk away from high-pressure sales or deals that seem dubious for any reason.

Understanding the Buyer's and Seller's Interests

Whether you're negotiating with a private seller or a dealer, remember that the seller's main interest is to sell you the car for the highest amount possible. On the other hand, your interest is to get the best car you can for the least amount of money.

Always focus the conversation on the car and the price.

Maintaining a healthy distance between you and the seller is important. Questions about your family, job, or other personal information may not be just an attempt at friendly conversation; the seller may be trying to determine how much you're willing to pay and make you less likely to ask the right questions about the car.

Be especially careful if you're buying from a friend, a relative, or a friend of a friend. Just because you know someone doesn't guarantee that the person is knowledgeable or will be truthful about the car's condition.

Making Your Offer

Dealers will often bring up financing, trade-ins, or rebates early in the negotiation, then raise the price of the car to compensate for any price reductions. Negotiate the price of the car you want first; if the dealer asks you about financing or trading in your old car, say you haven't decided yet. And never give the seller your bottom line right away or act as though you love the car — your bargaining advantage will instantly vanish.

Don't be afraid to ask the dealer to throw in extras as part of the deal, like a spare tire, a free extended warranty, or upgraded equipment.

You should make the first offer, regardless of what the dealer is asking for the car in the ad or on the sticker. Based on the price guides you've consulted and the ads in the local newspaper, make an offer that you think is reasonable based on the dealer's cost, not on the sticker price. But leave yourself some room for negotiating.

In a sales transaction, waving cash in front of the dealer can be a persuasive negotiating tactic, if you have enough cash to do it.

If the dealer doesn't accept your initial offer, ask for a counteroffer — don't let the dealer make you raise your initial offer without getting a counteroffer first.

The general rule of thumb is to raise your first offer by no more than half of the difference between that and the dealer's counteroffer, but use your judgment. The most important thing to remember is not to raise your offer too quickly.

A dealer may say that a price is only good that day, but often that's not true, and it's not uncommon for the dealer to call you back with a better offer later.

Your best negotiating tool is your ability to walk away. If you think the price is too high, or the dealer isn't willing to give you the information you want, or you feel like you're under too much pressure, get up and leave. You can always return later, and it may increase your bargaining power to let the dealer know that you're looking at other cars and have found a better price elsewhere.

Don't negotiate on the basis of the monthly payment amount – that just distracts you from focusing on the total purchase price.

Be Aware of Dealer Negotiating Strategies

Dealers have developed elaborate strategies to give them advantages in negotiating:

The salesperson tells you that the manager must approve your offer and leaves you for several minutes.

This is done to make you anxious about getting the car and give you the impression that your offer is too low.

To counteract this strategy, ask to talk to the manager directly, or go for a walk. If you begin to act disinterested, the salesperson will come back more quickly. And if you're waiting with a friend, don't talk about the deal while the salesperson is gone. The walls may have ears to hear what you're saying about the price.

The salesperson leaves and another salesperson takes over the discussions. Or a second sales person joins the first to talk to you.

This may be an attempt to start the negotiations over again after you've already made some headway or to increase pressure on you. Insist on finishing the negotiations with the original salesperson and/or the manager. And remember that your best defense against high pressure sales tactics is to leave.

The dealer tells you to take the car home "on the spot," before you have committed yourself to the deal or while the loan application is still pending.

If the loan doesn't go through or the dealer tries to change the terms of the contract, you may feel obligated to keep the car because it's already in your possession. Since the car can't be insured or registered in your name until the deal has been completed, there could be problems with liability if you're cited for a traffic violation or involved in an accident, or if the car is stolen or vandalized. There is also a limit to how long you can operate a car on the dealer's plates.

Don't take physical delivery of a car until everything has been agreed on and the paperwork has been finalized.

Buying Extras

Not only are you negotiating the base price of a car, but in a dealer sale there may be factory or dealer-installed options to discuss. You don't have to take extras you don't want, and you should remember that the prices for extras are negotiable.

Options and Add-Ons

Some dealers try to require buyers to purchase equipment or other extras as a condition of the sale. This practice, known as "option packing," is illegal in Massachusetts. You should be able to order a new car with any of the features you want, depending on what options and combinations of options are available from the manufacturer.

Options that come from the dealer, such as rust-proofing, paint sealant, fabric protection, extended service contracts, and theft deterrent devices are big profit-making items. They may not be necessary or worth what the dealer is asking. For instance, most new cars already come with manufacturer's guaranties against premature rusting or defective paint. Similarly, it may not make much sense to have a used car rust-proofed, since it may already be rusted.

Look into how much these options would cost if you bought them elsewhere before you decide whether to purchase them from the dealer.

Extended Service Contracts

Extended service contracts, also called extended warranties, are options that may cover certain repairs for a longer time or more fully than the manufacturer's or dealer's standard warranty. They vary in price, length of coverage, number of miles, and parts and labor that are covered.

Not all extended service contracts are the same. Be sure to determine exactly what is covered before you decide whether to purchase an extended service contract.

Extended service contracts may duplicate much of the coverage you already have from the dealer or manufacturer. There are usually many restrictions, limitations, and exclusions for coverage. When you're considering an extended service contract:

Evaluate the cost. Many contracts are expensive, $1000 or even more;

Determine how long you plan to keep the car and how likely it is that you will need repairs within the covered period;

Assess whether the manufacturer's or dealer's warranty already provides the needed coverage;

Be aware that there is usually a deductible, ranging from $25 to $100, that you must pay towards each covered repair;

Review the contract, not just a brochure summarizing the warranty, to see exactly what is covered and what isn't;

Check to see what you have to do in order to get warranty service. For instance, is the warranty company available toll-free, 24 hours a day, to respond if you need emergency repairs?

Sometimes extended warranties don't cover certain parts if they failed because of problems with other parts that aren't covered in the contract. Also, "diagnostic" services necessary to determine what is wrong with the car may not be covered.

There may be unreasonable requirements for you to furnish proof of regular maintenance before problems will be covered. In some cases, payment will be made directly only to "participating" repair shops. You may have to pay the bill yourself and then seek reimbursement from the warranty company.

Extended warranties are not considered to be insurance policies under Massachusetts law.

Usually extended warranties are administered by "third party companies," not the dealers or the manufacturers. Because the warranties are not insurance, they're not backed by any fund to protect consumers if the warranty company goes out of business. In that case, it may not be possible to get repairs covered or payment for the warranty refunded.

Another thing you should be aware of is that most extended warranties can be canceled at any time for a refund prorated according to how much time has gone by. Be aware that sometimes the refund is calculated on the amount that the dealer gave the company for the contract, not the amount you paid the dealer.

It's not uncommon for dealers to double the cost of extended service contracts when they're sold to consumers. Because it's so profitable, the dealer may try to pressure you to buy a service contract. Be aware that a dealer can't force you to buy one as part of the sale.

Financing Your Purchase

Lenders have specific guidelines to tell them how much you can really afford – information that's useful to you when you're car-hunting. If you've already shopped around for financing, you know whether the bank or credit union is willing to lend you money, how much you can borrow, and at what rate. Having that information enables you to act quickly to clinch the deal. If you're looking at cars on dealers' lots, you can compare the financing they may offer to what you can get on your own.

When the dealer gets the financing for you, he or she usually gets a percentage point or two of the loan rate from the lender as profit.

You may be able to get a better rate yourself. On the other hand, you may need the dealer's help if you have poor credit and cannot find a lender to give you a loan.

Be wary of ads or dealer statements that "all credit applications will be accepted." Even though a dealer advertises that all credit applications will be accepted, it doesn't mean that all applications will be approved or will be approved at an interest rate you can afford. You should also be wary of ads offering financing even if you have "no credit, slow credit, or bad credit." The dealer may be able to get you financing, but it may be at a high interest rate or on other terms that will be difficult for you.

Understanding The Cost Of Credit

Federal and state law requires the lender to clearly disclose all the costs and terms of financing to you in writing before you sign the loan agreement. Read the information carefully, looking for these items:

- Sale price of the car;
- Amount of that sale price that you are borrowing (called the principal);
- Annual percentage rate (interest rate);
- Total amount of finance charges you'll pay for the loan;
- Total loan amount (principal plus interest);
- Schedule of payments (amount per month, number of months, dates payments are due).

You may also be responsible for late fees or costs of collection if you don't pay on time! Those terms should all be spelled out in the finance agreement.

Whether you're obtaining financing through the dealer or directly from a lender, compare the monthly payment amounts and the total cost to your own budget calculations — you know best how much you can afford. If a lender or dealer tries to get you to pay more than you feel comfortable paying, back off. You may want to borrow less or try someone else.

Remember that loans are usually set up so that in the beginning, more of your payment is applied to interest than to principal.

If you fall behind in payments and the car is repossessed, or you sell the car before the time set for the loan to end — you may not get enough money in resale to pay off the loan, leaving you on the hook for the difference. So when financing a car purchase, ask yourself:

- How long do I plan to keep the vehicle?
- What is the largest down payment I can afford to make in order to reduce the amount I'm borrowing?
- What is the lowest interest rate I can get?
- What is the most I can afford to pay each month to pay off the loan as quickly as possible?

Credit Insurance

The dealer or lender may ask you if you want to purchase credit life or disability insurance. These types of credit insurance

cover the loan payments if you die, or become ill or disabled, but they usually only pay for limited periods of time, not indefinitely.

You cannot be required to buy credit insurance when you get a loan. You may already have coverage through your own life insurance or adequate savings to cover your payments in an emergency. Credit insurance is an additional expense, and it's even more expensive if you are paying finance charges on it. So think carefully about whether it makes sense to buy credit insurance.

Leasing Your Car

Leasing provides consumers with an alternative to financing the purchase of an automobile. When you lease a car, you're paying to use the car for a period of time. During the term of the lease, you do not own the car even though you are usually responsible for maintaining and insuring the car. Though leasing is not for everyone, it does provide an alternative to financing if you don't have a lot of money for a down payment, you know how many miles you will be driving over the lease term, and your budget only allows for a low monthly car payment.

Understanding the Cost and Terms of a Lease

Federal laws and regulations require the lessor (the company leasing the car to you) to clearly and conspicuously disclose a number of important leasing terms to you before you sign the lease agreement. (See the Federal Reserve System insert: "Keys to Vehicle Leasing: A Consumer Guide.") As with any contract or important document, you should take time to carefully read the entire lease agreement and make sure you understand the terms.

Specific terms must be disclosed in the lease agreement, segregated from the other lease contract terms. They must appear in a document that you can take with you:

An itemized list of the amount due at lease signing;

The number, amount, and due dates or periods of payments and the total amount of all payments due during the term of the lease;

The total amount of other charges itemized by type and amount that are not included in periodic payments, such as a disposition fee;

The total amount you will pay by the end of the lease;

A step-by-step illustration of how your periodic payment is calculated including disclosure of the gross capitalized cost (the negotiated value of the car and any items paid over the lease term), the capitalized cost reduction (the down payment, including rebate and/or trade in value) and the rent charge (comparable to the finance charge in a financed sale);

A disclosure that you may have to pay a substantial charge, up to several thousand dollars, if you end the lease early;

A notice of the standard that will be used for determining whether or not the car is subject to an excessive wear and use charge at the end of the lease. The lease must also specify the amount or method of determining any charge for excess mileage;

If there is an option to purchase the car at lease end, the document must disclose the purchase price or the method for determining the purchase price at lease end.

Other disclosures need not be segregated, so you will have to look closely at the entire lease agreement for them. The lessor must disclose, among other terms, any conditions under which either you or the lessor can terminate the lease and the amount of (or description of the method for determining the amount of) any early termination penalty you will have to pay; a statement of who is financially responsible for maintenance of the car during the lease term; a statement of the standards that the lessor will use to determine whether an excessive wear or use charge will be imposed at the end of the lease; and information about any penalties for default, delinquencies or late payments.

The required disclosures should give you enough information to compare lease offers. If you decide to lease a car, it is always wise to compare all the lease terms to determine which lease is best for you. Though one lease may have a lower monthly payment, it may be for a longer term, requiring you to pay more over the life of the lease.

Understanding The Sales or Lease Contract

When you buy or lease a car, there should be a written contract spelling out all of the terms between you and the seller or lessor.

Don't sign any document that has blank spaces on it. Fill everything in, or write "not applicable" in the spaces. You must be given a copy of the finance or lease agreement you sign – this is separate from the motor vehicle purchase agreement.

Private Party Contracts

In a private sale, you don't need an elaborate contract. However there should be a bill of sale, which may be typed or handwritten, that includes:

The date of the sale;

The year, make, mileage, and vehicle identification number of the car (this can be found on the title or on the top of the dashboard);

The odometer reading;

The amount of money paid and method of payment (cash or check);

Any special conditions or promises;

A list of any serious defects that the seller knows about;

The seller's and buyer's names, addresses, and phone numbers, and their signatures.

Make sure that the name on the title is the same as the name of the seller.

All sellers must disclose the actual mileage of the cars. The seller must indicate on the title if the odometer has rolled over and started again at zero, or if the mileage that shows on the odometer is not accurate.

Deposits in Private Sales

When you give a private seller a deposit to hold a car for you, don't assume that you can get your money back if you change your mind. If the seller agrees to refund your deposit, get it in writing.

Dealer Contracts

Dealers use forms called "Motor Vehicle Purchase Agreements." While these are fairly standard, they aren't always identical, so it's important for you to read the contract and understand all of its terms. You may be worn out after tough negotiations, but don't be rushed or intimidated into signing the contract before you've had a chance to read it.

Once you and the dealer sign the contract and you receive a copy of it, you're both bound by that agreement.

Before you sign on the dotted line:

Read the contract carefully, preferably by yourself and not while the dealer or salesperson is sitting there. If you prefer, ask if you can take it home to read;

Make sure you understand everything. If something isn't clear or you think it's incorrect, ask the dealer;

Don't be afraid to say you want something changed if it does not accurately reflect the verbal agreement;

Make sure everything is included.

If the deal was supposed to include a free service contract, is that noted in the contract? If the deal is contingent on (depends on) your ability to get financing, or on the financing being available at a certain rate, does it say that? If the dealer agreed to make particular repairs before you take the car, are they listed? Make sure that all the terms that you've negotiated and agreed to are listed on the contract.

Document Fees

The amount that the dealer can charge you for helping to prepare the title paperwork is set by Massachusetts law at $5. However, there is no limit to how much can be charged for other services, such as preparing the finance agreement, getting the registration application stamped by your insurance agent, or going to the Registry of Motor Vehicles for you.

When you see unspecified "document fees" on the contract, don't be shy about questioning fees and asking for an itemization. While dealers may be justified in asking for some compensation for this work, the fees are sometimes very high.

You can save some money by going to your insurance agent and the Registry of Motor Vehicles Office yourself, if you have the time.

Deposits in Dealer Sales

You may be asked to leave a deposit to hold a car, even before you've agreed on all the details or your financing has been approved.

You should be aware that the dealer may not be required to return your deposit if you decide to cancel the deal and if:

- You and the dealer have signed the contract;
- The contract has a special section on the front page, clearly blocked-off, that states the circumstances under which your deposit will be kept;
- The specific dollar amount is filled in;
- You initial that clause, separately from your signature at the bottom of the contract.

Make your deposit as small as the dealer will accept in case you have to forfeit it. Also, do not place a deposit on a car unless and until you are serious about buying the car.

The Buyer's Right to Cancel

While there is no automatic cooling off period for canceling a motor vehicle purchase agreement, in some situations the buyer does have the right to cancel the contract and receive a full refund of any money paid:

- When the contract hasn't yet been signed by an authorized dealer representative;
- If the agreement was "contingent" on getting financing or on other terms that did not occur after reasonable attempts to fulfill them;
- When the dealer attempts to deliver a car that doesn't conform to the contract;
- If the dealer fails to deliver the car within the time period specified in the contract or, if no time was promised, within 8 weeks (unless the delay is caused by acts beyond the control of the dealer and manufacturer).

If you order a car and it arrives with options you don't want or without a promised feature, you can cancel the contract, or you can negotiate a new agreement, if you like. If repairs were promised on a used car before delivery and they are not made, you don't have to take the car.

Remember, once the car is registered in your name, it's much harder to cancel the contract and get your money back.

The Importance of Car Titles

The "certificate of title" is the document that states who owns the vehicle. Before you agree to purchase or lease a used car, ask to see the title and examine it closely. Don't buy or lease a car if the seller can't produce the title. This is a red flag indicating the possibility that the car may not be paid for yet, or that it's being sold or leased without the owner's permission.

If you're buying from a private seller, the name on the title should be the same as the name of the seller. If it isn't, ask why not, and find out whether the seller is authorized by the actual owner to sell the vehicle.

In a dealer sale or lease, the name on the title may be the former owner's or the dealer's. If title is in the dealer's name, ask why. The car may have been brokered to that dealer by another dealer, who decided not to sell it for some reason, or the car may have been bought at an auction. If the previous owner's name doesn't appear on the title, it's much more difficult to trace the history of the car.

When you examine the title:

Check to see that the numbers are clear, not written over or altered;

Compare the mileage listed on the title to the miles that appear on the odometer - if the number of miles on the car is less than the mileage on the title, the odometer may have been spun back;

Make sure there is no "lienholder" listed on the title. The lienholder (a bank, credit union or finance company) holds title until all payments are made;

Look at the Vehicle Identification Number (VIN) — the 17 digit/letter listing on the small metal plate you can see through the driver's side of the windshield — and compare it to the listing on the title. If they don't match, the title doesn't belong to that car.

Under the Attorney General's Motor Vehicle Regulations, you must receive the title (or it must be sent to the lienholder) on the date of delivery. Dealers may sometimes have trouble getting title to a car on which they are paying off a previous owner's loan. Do not take delivery of a car without title - this may mean the car has an unpaid loan in another state, or other problems, which may take time to resolve. **A missing title is a red light.** Do not take the car home. Do not allow a dealer to let you drive on dealer's plates until the title comes in, or agree to keep re-dating the paperwork until the title is available. The dealer must by law hold your trade-in car on the lot for four days before selling it. You should take back your old car until the title arrives (or cancel the deal).

Salvage Title

If you see the word "SALVAGE" on a title, be very wary. Salvage titles must be issued when an insurance company has declared a vehicle to be a total loss due to fire, vandalism, collision, theft, flood, or any other cause.

A "salvage" classification is permanent and always remains a part of the vehicle history. "Salvage" may be modified by the word "reconstructed" if it has been repaired or rebuilt and undergone an inspection by the Registry of Motor Vehicles. However this inspection is only to ensure that no stolen parts were used in the reconstruction, not that the vehicle is safe and roadworthy. To determine road worthiness, you must take the vehicle to an authorized inspection station and undergo the combined safety and emissions inspection required each year. It is also advisable to take the vehicle to a mechanic you trust before you commit to buying it.

You cannot register a vehicle with a salvage title, without applying for a "reconstructed" or "recovered-theft" title, after undergoing the salvage title inspection process.

Total losses from out-of-state may not have salvage titles — another good reason to trace a car's history and have the car checked by a mechanic.

Anyone who "reassembles" a vehicle by welding the frames or unit bodies of two or more vehicles together must also apply to the Registry for an inspection, in order to get a "reconstructed" title for the vehicle. The component vehicles need not have been total loss salvage vehicles. You may thus see a "reconstructed-salvage" title or merely a "reconstructed" title.

Both indicate that the vehicle has been inspected for use of stolen parts, but do not indicate an inspection for safety or roadworthiness.

The best advice is to steer clear of salvaged or reconstructed vehicles. However, if costs dictate that you purchase one of these vehicles, be certain to have a qualified mechanic and inspection station thoroughly inspect and test the vehicle before you commit to buying it.

Auctions, Salvage Vehicles, "Consignment" Sales, Used Vehicle "Leases"

Although the used vehicle warranty law states that anyone who sells more than 3 vehicles in a calendar year is a "dealer" for purposes of providing warranties to consumer buyers, unscrupulous dealers persist in trying to get around providing the appropriate warranties. They will hold "auctions," sell reconstructed salvage vehicles "as is," offer vehicles "on consignment" on behalf of a friend/relative, or as a so called "lease," in which the consumer pays weekly or biweekly as much or more money than he or she would pay if the vehicle was sold with or without an option to purchase at the end of the "lease," all without used vehicle warranties. If you see such a "deal," steer clear of it. It is difficult to fight battles against such dealers, who are obviously trying to avoid their obligations under the law. Vote with your feet and your dollars, and go elsewhere.

Registry Requirements

Once you've made your deal and taken care of any financing arrangements, the car is yours. However, you still need to do a few things, by yourself or with the dealer's help, before you hit the road.

Applying for Registration and Title

To register the car in your name, you need: the bill of sale or motor vehicle purchase agreement; the previous title to the car signed over to you (for a used car) or the certificate of origin (for a new car); and a stamp on your registration application certifying that you have insurance. Do not make any changes to the title.

There are fees for registering the car (or transferring the registration from one car to another) and applying for a title in your name. In May of 1996, the Registry introduced lifetime registrations for passenger series plates that remain with the same person and are in good standing. Good standing means that the registration has not been suspended or revoked and

is not subject to unpaid parking, excise tax, or abandoned vehicle citations or bad checks. Contact the Registry of Motor Vehicles for the current fee amounts. After you apply for registration and title, you (or your lienholder if you have financing) will receive the new title in the mail.

When the car is registered, you'll get license plates, or if you're transferring your registration from one car to another, you'll attach your old plates to the new car and get a new registration card. The registration card will come with stickers that must be attached to the license plates indicating when your registration expires.

Taxes And Other Expenses

Remember that you must also pay sales tax when you register the car. It is 5% of the purchase price or, if you bought the car from a friend or relative for a price lower than its book value, you'll be charged 5% of the "trade-in" book value. If you want, you can give the dealer the money for your registration, title and sales tax, and the dealer will pay the Registry for you. Keep in mind that you'll probably have to pay the dealer for that service.

You'll also get a bill later from the city or town you live in for excise tax, which is a yearly assessment based on the value of the car. All of these costs should be figured into your budget when you're buying a car.

Insurance

Motor vehicle insurance is mandatory in Massachusetts — you can't legally register or drive a car without it.

Talk to an insurance agent about your options for coverage. Some basic levels of insurance are required, but you may want to get more than the minimum.

For instance, for a new or late-model car, you may want to have coverage for repairs or replacement if you're in an accident that was your fault. You also have the choice of limited collision or comprehensive coverage, which includes fire damage, theft, and vandalism. Buying expensive coverage for an inexpensive car may not make sense. If you financed or leased the car, the lender or lessor may require you to carry expanded (and more expensive) insurance coverage.

You also have your choice of deductible—the amount you pay out of your pocket before the insurance company pays. The higher your deductible, the lower your insurance cost, but

you need to consider how much you can afford to pay towards repairs or another car if you're in an accident.

Ask your insurance agent about discounts anti-theft devices, taking a driver's training course, having more than one car insured by the same company, or having a car with airbags or automatic seat belts. Keep in mind that some cars cost more to insure than others because they are considered "high theft vehicles"– attractive to thieves. Get a list of high theft cars from your insurance agent before you buy a car.

You must get a "physical damage" inspection when you insure a used car. Your insurance agent can give you a list of inspection locations. This inspection, which is separate from the safety and emission test, is done to document any preexisting damage to the car.

If you're in an accident later, the insurance company won't pay to repair damage that existed when you bought the car. And it won't honor any claim for accident damage to the car if you didn't have the insurance inspection done. There is no charge for this inspection.

For a free copy of the state sponsored insurance brochure, "Smart Choices," contact your insurance agent.

The Safety and Emissions Test

Whether you buy a car in a private sale or from a dealer, you need to get it inspected by a state-licensed inspection station within 7 days of registering it. This is true even if there is an unexpired inspection sticker on the car.

Both car dealers and private sellers are supposed to remove old inspection stickers from cars after they've been purchased to force buyers to have cars inspected.

Often dealers will offer to inspect the cars themselves or to arrange for inspection elsewhere. It's a good idea to take the car to an independent inspection station yourself so that you can be sure you're getting a thorough, objective inspection.

Don't let someone inspect the car who may allow marginal items such as worn tires, bad ball joints, or soft brakes to slide by.

The inspection station must also check the lights, horn, emergency brake, directional signals, and the body for severe rust, as well as testing the emissions. Inspection costs $15 and

the sticker is good for one year. If the car fails inspection, it will get a rejection sticker.

If the car fails for safety reasons, don't drive it other than to a garage to be repaired; if the car fails the emissions part of the test, you can drive it for up to twenty days with the rejection sticker. After you have the problems fixed, the same station will re-inspect the car and give you a sticker at no additional charge.

Under certain circumstances, you have the right to return a car to the seller if the car fails inspection (see page 35). If you purchased the car from a dealer and it fails inspection you also have the option at having the dealer repair it under warranty so that the car is safe and passes inspection (see page 43 and 45).

Checklist For Making The Deal

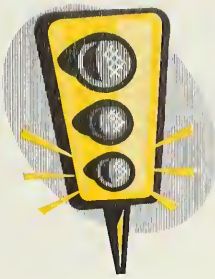
Things to keep in mind before you buy or lease a car:

- ☐ Inspect the car carefully.
- ☐ Always test drive the car.
- ☐ Have a trusted mechanic inspect any used car.
- ☐ Check the history of any used car and ask to see the title.

Things to keep in mind when negotiating the best deal:

- ☐ Negotiate the price of the car first. Discuss trade-in value after you have agreed on the price for your new car.
- ☐ Do not negotiate based on the monthly payment amount.
- ☐ Review extended service contracts or warranties to determine coverage restrictions and limitations.
- ☐ Read and understand the purchase or lease agreement.
- ☐ Do not sign anything with blank spaces.
- ☐ Put everything that you and the seller agree to in writing.
- ☐ Do not take physical delivery of the car until all paperwork and financing have been finalized.

Chapter 3



Handling Car Problems

Rejecting The Car For Immediate Problems

You've done your homework, carefully selected the car, paid for it, and you're ready to drive it away. You expect to have many years of driving satisfaction and few problems. But here are some examples of problems that may come up immediately and suggestions for how to resolve them:

Problem #1:

In the excitement of taking delivery of your new car, you didn't notice that the dealer provided you with a car which has a beige fabric interior although you ordered a car with brown leather seats. You discover this problem after you drive out of the dealership.

Solution:

Immediately drive back to the dealership to point out the problem (Your purchase agreement specified that the seats were supposed to be leather.) If the dealer refuses to take the car back or agree to some other solution that you may suggest, such as an adjustment in price, consider formally "rejecting" the vehicle. Under state law, you can reject goods that don't conform to the contract if you do so immediately. You may want to hire a lawyer to write a proper letter of rejection. You shouldn't exercise ownership over the car after you have formally rejected it.

Problem #2

Three blocks from the dealership, on your way home, the car dies. The dealer tows the car back, and notes that a major problem has developed which needs to be fixed.

Solution

Consider "rejecting" the car, as explained in Problem #1. If it's a new car, you might want to contact the regional office of the manufacturer. (Consult your owner's manual for this information.) Sometimes manufacturers' representatives can help to resolve problems quickly by offering replacement vehicles.

If it's a used car, you may want to have it towed to an official inspection station to obtain a "rejection sticker." Cars that won't run automatically fail inspection because they are unable to pass the safety and emissions test. This can be especially helpful if you purchased the car from a private seller, who has no repair responsibilities (see page 45).

There is no three-day right to cancel a car contract for any reason. You need other grounds to cancel.

Most car purchasers will not experience immediate problems. To be prepared for any trouble you may have with the car later:

Read the warranty and any additional service contracts you may have purchased so you understand any steps you must take to keep those protections in place or to get warranty service;

Read the owner's manual to determine what routine maintenance procedures you must follow;

Put your purchase contract, finance documents, owner's manual and all warranties in a safe place.

Remember, you must get your car inspected by an official inspection station. For your own protection, arrange for the inspection yourself; don't let the seller do it. Have the vehicle inspected **within 7 days of purchase.**

The next sections will explain the steps you can take if your newly purchased car turns out to be a "lemon."

Lemon Aid Law

If you have problems with your car soon after purchasing it from a dealer or a private party the state Lemon Aid Law (Massachusetts General Laws Chapter 90, section 7N), could be a lifesaver.

The law allows you to demand your money back if the car fails inspection within 7 days of purchase and repairs necessary to make it pass are estimated to cost more than 10% of the purchase price, REGARDLESS OF WHETHER THERE IS ANY WARRANTY OR THE SELLER HAS PUT "AS IS" ON THE BILL OF SALE.

The time periods and other requirements of this law are very strict - don't miss a deadline or you could miss out on a refund.

To get a refund under the Lemon Aid Law:

The vehicle must receive a rejection sticker within seven (7) calendar days of purchase;

You must get a written statement from the garage showing the date the car was rejected, why it failed, what repairs are necessary (remember, only inspection related defects count) and how much they would cost (it must be more than 10% of the purchase price to return the car for a refund);

The statement must be signed by the inspector;

You must physically return the vehicle to the seller within 14 calendar days of purchase, along with a copy of the statement from the inspection station and a letter from you demanding your money back under this law.

If the car is rejected because of body problems but the inspection station does not do body work, get a statement documenting that the car failed and why, and a separate estimate from a body shop showing what it would cost to fix the problem.

Take a friend or relative along as a witness when you return the vehicle. (You'll need a ride home, anyway.)

If the seller refuses to take the car back, both you and your witness should go to a notary (you can find one at a bank, city or town hall, or insurance agency) and sign a statement indicating that on that date you attempted to return it, but the seller refused. Whether you leave the car on the seller's land is your decision. Remember, the car remains legally your property, and you will be responsible for any damage to it. Don't drive the car with the rejection sticker except to get it home or to a repair shop.

There is no specific time limit for the seller to give your money back. If a car dealer refuses to make reasonable arrangements for a refund, you can file a complaint with the consumer agency in your area, or you can sue the seller, regardless of whether it's a dealer or a private party. Small Claims Court handles disputes up to $2000; if the purchase price was more, you should consult with an attorney.

You can't force the seller to repair the car under the Lemon Aid Law, but you and the seller can come to an agreement concerning repairs, if you choose. In most cases, it's better to cancel the deal if the car is defective soon after purchase. Get any agreement you make in WRITING.

A free fact sheet about the Lemon Aid Law can be obtained from the state Office of Consumer Affairs (see Appendix).

Revoking Acceptance

If a new car develops problems after purchase, you probably won't be able to get an immediate refund or replacement. Under state law, a buyer can "revoke acceptance" of any product if defects are discovered that cause it to be "substantially impaired." However, this is a difficult argument for consumers to make without the assistance of an attorney. Contact a lawyer if your problem does not fit under one of the specific auto lemon laws and you want to "revoke acceptance" under this general legal principle.

New Car Lemon Law

Consumers who have serious problems with new cars they purchase or lease from Massachusetts dealers may be protected by the New Car Lemon Law (Massachusetts General Laws Chapter 90, section 7N-1/2). The law provides that:

> **A consumer can demand a refund or replacement by the manufacturer if the vehicle has a defect which substantially impairs its use, market value or safety and which has not been repaired after a reasonable number of attempts during the "protection" period.**

Auto homes, off-road vehicles, and vehicles used primarily for business purposes are not covered by this law, but motorcycles are.

Period of Protection

One year or 15,000 miles from the date of delivery (whichever comes first)

All of the required repair attempts (except the "last chance") must occur during this time period; for demonstrators, the time begins when they are first put into service, not when consumers buy them.

Be sure to get a copy of the repair order each time you bring your car for service, even if it is under warranty, and even if the problem is only checked and no repairs are actually made.

Reasonable Repair Attempts

3 times for the same substantial defect or symptom, or a total of 15 business days in the shop for any defect(s) which alone or in combination, substantially impair the vehicle.

After you have given the dealer this "reasonable" number of repair attempts, the manufacturer has a "last chance" to fix the car.

To notify the manufacturer, send a letter by certified mail, return receipt requested. Give a history of the repairs, explain what still needs to be fixed, and state that you are giving the manufacturer one last chance to fix the car.

The manufacturer has 7 business days from receiving your notice to make the last chance repair.

If the final repair is unsuccessful or the manufacturer fails to make it, you can file for state certified arbitration up to 18 months after purchase.

How do you know if the problems with your car are "substantial defects" covered under the New Car Lemon Law?

Covered Defects

Problems which individually or in combination substantially impair the vehicle's

Use, Market Value or Safety

Obviously, if the car won't start, its use is substantially impaired. But other types of problems, such as intermittent stalling, may be considered to substantially impair a vehicle's use or safety. To show substantial impairment of market value, the defect(s) must reduce the current resale price by at least 10%, or the cost of repairing the defect(s) must be estimated to be at least 10% of the current value.

If you have given the manufacturer and dealer the required number of chances to fix the vehicle and it is still defective, your car enters "lemonhood" and you are entitled to a refund or replacement. Notify the manufacturer in writing that this is the case.

You can always demand a refund if you meet the law's requirements, but you cannot demand a replacement. If you request a replacement, many manufacturers will agree.

Your refund should include sales tax, finance and Registry charges, rental expenses and towing, but costs such as attorney's fees and consequential damages are not reimbursable. There will also be a deduction for the number of miles you put on the car. To calculate the deduction, divide the original purchase price by 100,000 and multiply the resulting figure by the number of miles you've put on the car.

If you are offered a replacement car instead of a refund, there is no mileage deduction unless you agree to one as part of a settlement with the manufacturer.

If the manufacturer refuses to buy back a car that you believe has met the requirements of the lemon law, you can request state-certified arbitration through the Office of Consumer Affairs. As of the date of publication of **CAR SMART**, there is no charge for arbitration.

Arbitration requests must be received by the Office of Consumer Affairs within 18 months of delivery of the car.

For more details about the New Car Lemon Law and the arbitration process, you can obtain a free pamphlet from the Office of Consumer Affairs. (see Appendix A-4)

Other New Car Lemon Remedies

Manufacturer-Sponsored Arbitration

Some manufacturers, such as Ford Motor Company, have their own arbitration programs. While these programs do not apply the standards of the Massachusetts Lemon Law, they can be helpful, especially if your problem does not fit under the lemon law criteria. Typically, complaints are heard by a neutral hearing officer or a panel, and the manufacturer is required to comply with any decision made in the consumer's favor. Also some manufacturers participate in the Better Business Bureau's Auto Line program. Call 1-800-955-5100 to determine if your car is eligible.

Manufacturers' Warranties and Extended Service Plans

Defects may be covered by the manufacturer's warranty or an extended service contract that you purchased. Read the terms of the plan carefully. Most warranties and service contracts require consumers to contact a specific office for authorization before any repairs are made. If the manufacturer or warranty company says that the problem is not covered, ask why.

The dealer or manufacturer may disagree with you about whether a problem does in fact exist. In that case, get a "second opinion" from a competent, independent mechanic.

If you have an extended service contract, the warranty company may require you to pay to have the problem diagnosed by a repair shop before a decision is made as to whether the problem will be covered.

Consumers generally don't know enough about cars to argue about what repairs are necessary or if they fit within the terms of the warranties or service agreements. A trusted, reputable mechanic may be able to translate "car talk" into plain language and give you the information you need to successfully make your case.

Secret Warranties

Manufacturers will sometimes repair defects that are not covered by warranties, or defects that occur after the normal warranty periods have expired, on the basis of goodwill. In some cases manufacturers have "secret warranties" that only dealers know about under which they will cover specific problems without publicly acknowledging that the problem exist or issuing a formal recall.

If you have a problem that you feel is unusual given the mileage and maintenance record of the car, check with a local dealer to see if there are any technical bulletins or internal memos regarding the problem. Even if there aren't, ask if the dealer is willing to contact the manufacturer on your behalf. Dealers can be good allies if they agree that the problems should be covered by the manufacturer. If you're turned down by a dealer, you can contact the manufacturer directly to try to change the decision.

Are You The Only Person With This Problem?

Sometimes it helps to have information to prove that you didn't cause the problem with the car and that other owners are having the same difficulties. Where can you get this documentation?

The Center for Auto Safety, a non-profit consumer advocacy group, tracks secret warranties and patterns of car defects. Send the Center a letter describing the problem with your car (including the year, make, model, vehicle identification number, mileage, and a specific description of the defect), along with a self-addressed, stamped business-sized envelope. The Center will send you free advice and a list of reports and information packets that are available. There are small fees for the materials. (see resource listing in Appendix A-4)

Recalls

The National Highway Traffic Safety Administration (NHTSA), a federal agency, can tell you if there has been a recall or service bulletin on your car, filed by the manufacturer. Contact NHTSA to find out about pending investigations, crash test results, and rating of new tires. There is no charge for this information. You can also give NHTSA information about your own problem. Although the agency does not contact manufacturers about individual complaints, it does track complaints. If there are complaints from other people about the same car problem, you can get a detailed printout by calling NHTSA at **1-800-424-9393** or through the Web site: **www.nhtsa.dot.gov.**

Leased Car Lemons

Under the federal Consumer Leasing Act, lessors are required to disclose in writing whether the standard warranties are available from the manufacturer or whether warranties are provided by the leasing company. The manufacturers' warranties usually apply to new leased cars, but the coverage, requirements, and length of coverage may vary. Be sure to ask about this before you lease.

I'll See You in Court

If problems with a new car you purchased or leased are not resolved through your own efforts, mediation or arbitration, you can always sue to try to get your money back or for reimbursement for repairs. In some cases, it may make sense to sue both the manufacturer and the dealer or lessor.

Small Claims Court currently handles disputes up to $2000, and does not require using an attorney. For a pamphlet about Small Claims Court, contact the Attorney General's Consumer Complaint & Information Section, or Office of Consumer Affairs (listed at end of booklet). For problems involving larger amounts of money, you'll need an attorney. You can get names from your local bar association or the Massachusetts Bar Association Lawyer Referral Service: **1-800-392-6164.**

The Center for Auto Safety may be able to provide you with information about class-action suits where you can join with other consumers experiencing the same problem.

Used Vehicle Warranty Law

Under the Used Vehicle Warranty Law (Massachusetts General Laws Chapter 90, section 7N-1/4) consumers who buy used cars from Massachusetts dealers that cost $700 or more and which have less than 125,000 miles on the odometer must be given specific warranties. You should be aware that the Used Vehicle Warranty Law does not apply to the leasing of a used car.

This law does not cover motorcycles, mopeds, dirtbikes, auto homes, off-road vehicles, and leased cars.

Used Car Law Warranty Periods

Initial Mileage	Warranty Period*
0-39,999 miles	- 90 Days or 3750 miles
40,000 - 79,999 miles	- 60 Days or 2500 miles
80,000 - 124,999 miles	- 30 Days or 1250 miles

*whichever comes first

During the warranty period, the dealer is responsible for the full cost of parts and labor for any defect(s) that impairs the **use** or **safety** of the car. However, the warranty may provide that the consumer will pay a TOTAL of no more than $100 for covered repairs during that period. The specific amount, if any, must be written in the warranty.

This $100 maximum "deductible" is not "per repair" but is the total that the consumer can be asked to pay during the warranty coverage period.

If the dealer fails to give you a copy of the correct warranty at the time of purchase, you are still covered and the warranty period does not begin to run until you are given the proper warranty document.

The law requires the dealer to refund your purchase price if after a reasonable number of repair attempts for covered defects during the warranty period, the vehicle still has problems that impair its use or safety.

Reasonable Number of Repair Attempts

3 times for the same defect, or 11 business days in the shop for one or more defects

Unlike the New Car Lemon Law, defects do not have to be "substantial." The Used Vehicle Warranty Law covers only use or safety defects and not problems that affect the vehicle's value.

Be sure to get a copy of your repair order each time you bring the car in, even if a problem is only checked and no work is done. You may need it later to prove you gave the dealer a reasonable number of chances to fix your car.

You must keep an accurate record of the number of days your vehicle was in the shop, and the date your warranty expires. Not all days in the shop count against the dealer; there are some "grace periods" while waiting for parts. Your warranty is automatically extended by the number of days in the shop.

If you have given the dealer a reasonable number of repair attempts during the warranty period, and your car still has a problem that affects its use or safety, you're entitled to your money back. Your refund includes some costs and excludes others:

Refunds Under The Used Vehicle Warranty Law

INCLUDED COSTS	EXCLUDED COSTS
purchase price	attorney's fees
finance and insurance	sales tax
towing/rental charges	excise tax
registration fees	conseq. damages

In addition, there is a flat 15 cents per mile deduction for every mile put on the car from the day of delivery.

Even if your used car has not yet met the requirements for "lemonhood," the dealer has the right to buy it back, rather than making the repairs.

If your car meets the requirements of the Used Vehicle Warranty Law, write to the dealer demanding a refund under this law.

State-Certified Used Car Arbitration

If the dealer refuses to refund your money, you can apply for an arbitration hearing through the Office of Consumer Affairs within six months of taking delivery of the car. As of the date of publication of **Car Smart,** there is no charge for arbitration.

IMPORTANT CAUTION:

Unfortunately, while the majority of car dealers abide by the terms of the law, not all do. Some consumers who have won their arbitrations have found that the dealer still refuses to make the required refunds. In these cases, the consumers may have to sue to try to get their money.

Consumers don't have to go through arbitration first. They always have the option of suing, either instead of arbitration, or if they are not satisfied with the arbitrator's decisions.

Private Party Sales Under The Used Vehicle Warranty Law

The Used Vehicle Warranty Law contains a special provision for private sales. There are no required warranties, or minimum price or maximum mileage restrictions. The law gives buyers the right to demand refunds if they discover defects that impair the safety or **substantially** impair the use of their cars within 30 days of the sale. However, a buyer has the difficult burden of proving that the seller knew about the defects and **failed to disclose** them at the time of purchase.

It is always a good idea to find out where the seller had the car serviced when you buy it—that way you may be able to determine if the seller was made aware of any problems previously.

Remember, if you buy a car from a private party the seller has no liability for repairs. However, even if the private party sells the car "as is," you may still be covered under the Lemon Aid Law or this provision of the Used Vehicle Warranty Law.

For more details about the Used Vehicle Warranty Law, you can get a free pamphlet from the Office of Consumer Affairs. (see Appendix A-4)

Implied Warranties

Another law, the "implied warranty of merchantability," applies when you buy or lease a car from a dealer. Regardless of the sale or lease price or the amount of mileage at the time of sale, you can argue that the car should function for its intended purpose for a reasonable period of time — or the dealer has to make it right.

If you buy or lease a used car from a dealer and the engine seizes within a few days, you may be able to require the seller to repair it or refund your money. How long your implied warranty rights last depends on your specific situation: how much you paid for the car, how old it is, how many miles are on it, how serious the problem is, and how soon the problem became apparent. Courts interpret the law on a case-by-case basis. Generally, however, it is not unreasonable to argue that any car should function properly for at least 30 days.

Dealers cannot sell or lease a car "AS IS," no matter how much the car costs or how many miles are on it.

What If the Odometer Is Wrong?

Sometimes after consumers buy cars, they suspect that the mileage on the odometer may not be correct. If the odometer isn't working properly, or if the car seems to need repairs prematurely, or if old paperwork is discovered with higher odometer readings, these may be indications that the odometer has been "spun" or reset, or was disconnected for a while.

How can you tell if the mileage is incorrect? It may not be easy. Ask your mechanic to look for signs of tampering. You can also pay a small fee for a title search through the Registry of Motor Vehicles, which will provide you with copies of past titles. If after doing this detective work you believe that the mileage is wrong, what can you do about it?

Odometer tampering is a violation of both state and federal law. If you can prove that the seller spun or reset the odometer, you can sue for $1500 or three times the amount of your damages, whichever is greater, along with court costs and attorney fees. There are also criminal penalties for odometer tampering.

You should report evidence of possible odometer tampering by car dealers to the Attorney General's Office. That agency does not handle complaints regarding private sales. And unless you can document through paperwork or other evidence who tampered with the odometer it may be difficult to

win an individual lawsuit to recover damages under the state odometer tampering law.

There is another legal theory that you can try to use to resolve odometer problems. A car seller must certify that the mileage is correct or that the true mileage is unknown.

If the mileage has been certified as correct and it turns out to be wrong, the consumer can argue that the seller created an "express warranty" about the number of miles on the car. Under general warranty law, sellers must stand behind any guarantees they make and are liable to consumers for damages if they don't.

Therefore the buyer can attempt to return the car for a refund or obtain an adjustment in the price based on the argument that the incorrect mileage is a breach of the seller's express warranty and that the fact that the car has more mileage substantially impairs the car's value.

Undoing the Deal

When the seller agrees (or is ordered by an arbitrator or a court) to buy back the car under the Lemon Aid Law, the Used Vehicle Warranty Law, the New Car Lemon Law, or any other statute, how do you undo the deal?

If the car hasn't been registered yet, it's simple — you return the vehicle to the seller and get the amount of refund provided under the law, or an amount you agree to. If there is a previous title and it has already been signed over to you, you'll have to return the title to the seller with a notarized statement including the date, the vehicle year, make, model, identification number, mileage, names and addresses of the buyer and seller, and an explanation that the purchase has been canceled. You should also contact the lender immediately to stop any loan that is being processed.

Once the car has been registered, its return is more complicated. If it's a new car and the deal is being canceled within a few days of purchase, you can withdraw the application for title by calling the Title Division of the Registry of Motor Vehicles at **617-351-9000.**

For used cars, or new cars that are returned after more time has elapsed, you can speed up the process of getting the new title by calling the Registry at the number above. Once the new title is sent to you (or the lender), you sign it over to the seller. If you've obtained a loan to pay for the car, contact the lender to coordinate the exchange of title and the pay-off.

Don't forget to cancel the insurance. If you plan to purchase

another car right away, you can leave the registration in effect and transfer it to the next car. If there is going to be a delay, or if someone else wants to buy and register the car you've returned, you should cancel the registration at the local Registry office.

Under the New Car Lemon Law and the Used Vehicle Warranty Law, your refund includes registration and title fees. The New Car Lemon Law also entitles you to a refund of your sales tax. Under the Lemon Aid Law the seller or manufacturer is not required to refund these costs.

You can apply for a partial refund of your registration fee through the local Registry office. The Registry also has the forms for applying for the return of your sales tax from the Department of Revenue. Follow the directions on the forms carefully, and remember that there is a 180-day time limit.

IMPORTANT NOTE:

If you are returning a car under the Used Vehicle Warranty Law and the seller deducts from the purchase price for mileage, you cannot get your sales tax back. Sales tax is only returned by the state when the full payment is refunded. Since the law does not require the dealer to refund the sales tax, you may lose the sales tax in that instance.

Auto Repair Rights and Remedies

What do you do when your car won't start, or the muffler falls off, or you start hearing a strange noise from the engine?

If the car is still under a warranty – manufacturer's new car warranty, the dealer's used car warranty, or an extended service plan you purchased – contact the dealer or the warranty company as soon as possible to arrange for service.

Even if you're out of town when the car needs repair, call the manufacturer, dealer or warranty company and find out how to get repairs.

Basic Auto Repair Rights

The Attorney General's Auto Sales and Repair Regulations (940 Code of Massachusetts Regulations 5.00) give you basic rights.

The right:

to a written estimate before repairs are made, unless you sign a specific waiver stating a maximum cost;

- to know if there will be any charge for diagnosing your car problem;
- to be contacted before any work is done if the repair cost can't be determined immediately;
- to be asked to authorize any additional repairs that are found to be necessary as the work progresses;
- not to be charged more than $10 over the estimate, unless you are contacted and approve the higher amount;
- to get back your old parts;
- to an itemized bill listing all parts and labor, unless work is done based on a flat rate posted in the shop;
- not to be charged for unnecessary repairs, or for repairs that were not made;
- to expect that ads for repairs will include the total charge for the work;
- to same-day repairs, unless you agree to a longer period;
- to know in advance if there will be any storage charges;
- to have shoddy repair work corrected at no charge.

Bringing Your Car To The Garage

No matter whether you're bringing a car in for routine maintenance or for a specific problem, or whether the repair is covered by a warranty or you're paying for it out of your pocket, there are some tips to help make the repair transaction go smoothly.

Find a good, honest, competent mechanic.

The best referrals are from friends or family members who have been satisfied dealing with the shop. Contact your local consumer office, the Attorney General's Consumer Complaint & Information Section, and the Better Business Bureau to check the complaint history of the garage. Also, look for the "ASE" symbol, which indicate that mechanics have been tested

for competency to make certain types of repairs. Be sure that your mechanic is qualified to do the specific work you need.

Be aware that warranty work may have to be done by authorized repair shops.

Describe the problems you're noticing in as much detail as possible.

What does it sound like, or how does it feel? Do you see any smoke, leaks, or other visible signs of trouble? When does the problem occur — all the time, just when the car is hot or cold, intermittently, only when it rains? Make sure everything you ask to be checked is written down, or hand the mechanic a list.

Get a written estimate.

If the problem and the cost can't be determined when you bring the car in, make sure that the mechanic has the telephone number where you can be reached to let you know what's wrong and how much it will cost to fix **before** they begin making the repairs.

You must be told up-front if there will be any charge to diagnose your car's problem, and repairs cannot be made without your specific authorization. You can, however, give the mechanic the OK to do any work necessary up to a certain dollar amount without being contacted first.

Find out the garage's payment requirements before you leave the car.

Some won't take checks, others may not let you use credit cards. Mechanics have liens on the cars they've repaired and don't have to release them without first being paid.

If you question the diagnosis, get a second opinion.

This may be difficult if your car won't run, although you can always pay to have it towed somewhere else if you want confirmation of what the mechanic is telling you. Mechanics may disagree about whether and what repairs are needed, but by

getting a second opinion consumers are less likely to be sold work that was unnecessary.

Ask for the old parts back.

You're entitled to the old parts back if you request them, and often the only way that you can tell whether the repairs were necessary is by having another mechanic test the old parts. However there may be a fee for keeping certain parts that the garage could have turned in to a rebuild company for credit. Make the request to keep them before the repairs are made.

After The Repairs Are Made

When you pick your car up, don't leave the garage until you:

Look carefully at the work order or receipts.

All parts and labor must be itemized separately unless the garage charges a flat fee for that repair. Flat fees should be clearly posted in the shop. Be sure the work order is fully filled out including the date, mileage on your vehicle, the make and model and a description of what was done. Be aware, that fees are often set using an industry guide book known as a flat-rate manual. These set estimated hours for repairs, which may not reflect the actual number of hours the vehicle is in the shop. For example one repair might make doing another repair take less time (for example with the engine dropped, several repairs can be done at once.)

Ask questions about anything you don't understand before you pay!

If necessary, ask to speak with the mechanic who worked on your car. Make a thorough visual inspection of the work that was done if you can.

Give the car a good test drive, and return to the shop immediately if the problem still exists or you notice anything else wrong.

Save all repair receipts.

You must be given repair orders for any repairs made in Massachusetts. Documentation, including records of mainte-

nance work such as oil changes, may be helpful if a mechanic is trying to diagnose a problem or you have to document the car's repair history.

Don't forget that you may be able to get useful information about a car's problems from the previous owner, the dealer or manufacturer, the National Highway Traffic Safety Administration, or the Center for Auto Safety.

Solving Auto Repair Problems

Even if you followed all of this advice, it's possible that you could have a dispute with the repair shop. Here are some examples of problems and strategies for solving them:

Problem #1

You receive an estimate of $200 for specific repair work, but when you return to pick up your car, the bill is $400 and additional work was done that you never authorized.

Solution

Try to discuss the problem with the manager of the repair shop. The auto regulations say that you should not have to pay more than $10.00 over an estimate and that you can't be charged for unauthorized repairs. But a compromise may be the most practical solution if the extra work was clearly needed and the additional cost is not excessive.

If no agreement can be reached, you may have to pay the charges to get your car back and then contact your local consumer program or the Better Business Bureau for assistance in getting reimbursement.

If you pay the bill with a credit card, you can dispute the charges in writing with the card issuer.

Problem #2

You bring your car into the shop because the car stalls. After repairs are made, you discover the car still stalls.

Solution

Sometimes car problems are difficult to pinpoint, even for competent mechanics. The work may not be performed properly, the problem may be misdiagnosed, or a replace-

ment part may be defective. Contact the shop immediately. Repairs which were not performed properly should be redone at no charge to you. And you can't be charged for unnecessary repairs.

You can't simply go elsewhere and then expect the first shop to reimburse you for the second bill — give the mechanic a chance to explain and to make good on the repairs.

Sometimes a repair shop refuses to do follow-up or corrective repairs, claiming that nothing is wrong or that the problem is unrelated to the previous work. This could be true, but since most consumers aren't mechanics, it's hard to know for sure. You may need the opinion of another mechanic.

Problem #3

You buy a used engine at a junkyard and pay a mechanic to install it for you. After the work is done, you find that the engine has a serious problem. The engine is guaranteed and the junkyard will give you another one, but you need to pay for the labor to take the bad one out and put the new one in.

Solution

It's a gamble when you buy a part from one place and hire someone else to install it. You can try to make the argument that the junkyard should be liable for your additional labor costs resulting from the engine being bad, but it may be difficult to win. If you bought the engine from the installer, you'd have a better chance of arguing that the shop should stand behind both the part and the labor.

Rebuilt parts are less risky than used ones, but they're generally more expensive.

Problem #4

You bring your car in for transmission repairs and while it is at the shop, someone backs into it. Now your car has a big dent.

Solution

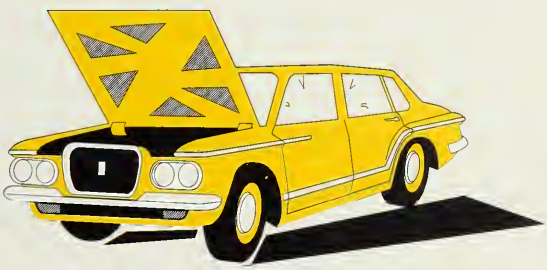
Auto repair shops are responsible for any damage their employees may cause — for instance, if the upholstery is stained by grease or the dashboard is broken when the mechanic attempts to remove it. But in the case of the

dent, the garage may not be liable, unless you can show that the garage was negligent by parking your car someplace where it was likely to be hit.

Ask the garage owner if there is insurance to cover the damage; if not, and if you believe that the shop is responsible, you can sue for any damage that your own insurance won't cover.

For more information about your car repair rights, you can get a free pamphlet from the Office of Consumer Affairs. (see Appendix A-4)

Additional resources for advice on shopping for cars, getting credit, and resolving auto problems can be found in the appendices.



Checklist for Inspecting a Car

Bring a flashlight, a magnet, a rag and work gloves.

The Body - Check For Prior Damage Or Repairs:

- ☐ Is there paint on the moldings or trim? Does the color look different in some places or is the paint peeling?
- ☐ Are the windows and trim intact?
- ☐ Are the door seams straight? Do the fenders line up?
- ☐ Are there ripples in the body as you look down the length of the car? Take a magnet and run it over the car's body. The magnet won't stick to filler.
- ☐ Try the doors, windows and trunk lid to see if they fit tightly.
- ☐ Look for rust.
- ☐ Check the suspension by pushing the body down at each corner. Does the car "bottom out"? This may mean that the shock absorbers or struts are bad.
- ☐ Look at the tires. Are they all the same type? Are they worn evenly? On a used car with low mileage, excessive wear may be a sign of odometer tampering.
- ☐ Look for leaks. Lie down and look underneath the car using your flashlight. Check for puddles or dripping. Is anything hanging loose or disconnected?
- ☐ Check the tail pipe. Wipe your finger on the inside of the tail pipe. Light, dry soot is acceptable; damp grime or oil may mean trouble.

The Interior:

- If this is a used car look on the inside edge of the driver's door for service stickers; open the glove compartment and search under the seats for any old repair slips. They can provide you with useful information about where the car was serviced, what work has been done and the mileage at those times.

- Sit on the front and back seats of the car.

- Check under the floor mats and the rug in the trunk for signs of rust or welded patches. Holes due to rust or big cracks in the body may mean the car is unsafe to drive.

- Turn the ignition on, but not to the starter position. Do the warning panel lights come on? Be suspicious if you're told that a light is just burned out. Do the headlights and blinkers work? Do the horn and wipers work? Check the radio, cassette and/or disc player to see if they work.

- Does the heater work? If the car has air conditioning, try it, even if it's winter.

- Test all systems including power windows, electric seats and alarms.

The Oil And Exhaust:

- Check the oil while the car is cold, noting the level and color. If it is too dark and looks burned, or it is very thick, there may be a major engine problem.

- Start the engine. Does it start up right away? Does it sound smooth or choppy? Accelerate the engine quickly a few times. Does it jump or run roughly? A whining noise can indicate worn or slipping belts.

- Leave the car idling and look at the exhaust. If there is blue smoke, it may be burning oil. Black smoke may be unburned fuel. Excessive steam can be a sign that coolant is leaking.

- Does the car sound too loud? There could be a leak in the exhaust system.

Odometer Tampering - Check For These Signs:

- The mileage on the odometer is different from what you were told the car had or what is documented on the paperwork.

- The mileage seems very low considering the age or condition of the car.
- The odometer numbers do not line up in a straight line.
- There are streaks of color running horizontally through the numbers on the odometer.
- The gas or brake pedals seem very worn for the low mileage on the odometer.

Test Drive The Car:

- Take the car for a test drive where you can drive uphill, around corners, over bumps and on a stretch of highway.
- Does the automatic transmission shift smoothly or jerk abruptly? Are there loud clunks when you shift from drive to reverse (with your foot on the brake)?
- If it's a manual transmission, does it shift with ease or difficulty?
- Put the emergency brake on and engage the clutch slowly in each gear. Does the car stall quickly, or is the clutch disk slipping? Do you hear any clanking or grinding?
- How do the brakes feel? Do they go down too far, or lock up? Do they squeak or squeal?
- When you go uphill, are there any knocks, rattles or deep engine noises? Does the car have enough power?
- When you go downhill, slow down and then punch the gas pedal. Look in the rear view mirror. Is there any blue smoke?
- How is the steering and handling? Does the car pull to one side or another? Go over some bumps to see if the car bottoms out or jolts too hard. On the highway, the ride should be quiet and smooth.
- When you come to a stop, does the engine idle roughly or stall out?

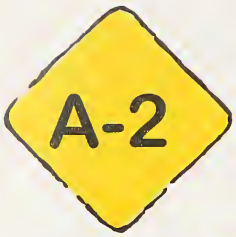
After The Test Drive:

- Keep the car running and check the transmission fluid. It should register at the correct level on the dipstick and be a clear, reddish color. If it is too dark, thick, or gritty, there may be a transmission problem.

- For cars with power steering, you may want to check the power steering fluid. Look for leaks in the engine compartment or under the car.
- Shut off the engine and smell for any sign of hot brakes.
- See if the engine overheats once the fan and water pump are turned off.

Before You Purchase Or Lease A Used Car Get A Mechanic To:

- Do a compression check on the engine.
- Check the ball joints, differential (if there is one), tie rods, oil pressure, and ignition system.
- Look at the coolant for signs of oil leaking into the coolant.
- Evaluate the battery and charging system.
- Pull at least one front and one rear wheel to look at the brakes.
- Put the car on a lift to look at the underside for leaks, loose connections and body problems.
- Check the hoses and fluids.
- Take the car out for a drive to note any strange sounds, vibrations, or other symptoms of trouble. Check the emissions.



Leasing Checklist

Things to keep in mind when you're deciding whether or not to lease a car:

- ☐ How much money do I have for a down payment?
- ☐ How much money will I need to pay at the beginning of the lease? (Even if the lease is a "zero down" offer, you may still have to pay the first month's payment, a security deposit, and/or an acquisition fee. These up-front amounts may add up to several hundred dollars or more depending on the value of the vehicle.)
- ☐ How much can I afford for a monthly payment?
- ☐ How many miles do I drive in a year? (If you drive more than the number of miles allotted under your lease, you'll usually have to pay an excess mileage fee at the end of the lease.)
- ☐ Am I the type of person who likes to be in a new car every 2-4 years?
- ☐ Am I going to want to buy the car at the end of the lease? (If you think you'll want to buy the car at the end of the lease, consider buying the car up front. You'll likely pay less to buy the car up front than you would to lease it and then buy at lease end.)

Things to keep in mind when negotiating your lease:

- ☐ The capitalized cost (the value of the vehicle at the beginning of the lease) may be negotiable. Just as you would negotiate the purchase price of a car, you should also negotiate the capitalized cost.
- ☐ Does the lease contract reflect the trade-in, rebates, and down payment paid up-front (if applicable?) (These amounts should be deducted from the capitalized cost or credited to the other amounts you owe at lease signing.)
- ☐ Do I understand how my monthly payments have been calculated?
- ☐ Who is responsible for paying for repairs during the lease period? Is there a manufacturer's warranty covering the vehicle during the lease period?

- How much insurance coverage is the leasing company requiring me to carry on the car? Is this more than my currant coverage, and can I afford this level of coverage?

- How will I be billed for annual excise tax on the car? Will the leasing company forward the bill to me or will the tax be rolled into my monthly payments?

- Will I pay for "gap coverage" on the car or is there a "gap waiver" provision in the lease? Do I understand what the gap coverage or gap waiver will cover in the event of an accident involving my car or the theft of my car? (Gap coverage would pay for the difference between the payoff from the insurance company and the amount due under the lease contract. A gap waiver releases you from responsibility for any difference between the payoff from the insurance company and the amount due under the lease contract not including your deductible and any past due amounts you may owe under the lease. You may still be responsible for early termination penalties.)

- Do I understand how the early termination penalty will be calculated if I end the lease early? (Ask the dealer to compute how much you would owe if you ended the lease after a year.)

- Do I understand how "excess wear" will be determined at the end of my lease and I will be charged for it?

- Do I understand what, if any, payments I may be required to make at the end of the lease? (For example, you may be responsible for a disposition fee if you don't buy the car at the end of the lease.)

- If you think you might want to buy the car at the end of the lease, you should negotiate up-front, the purchase option price of the car.

Things to keep in mind at the end of the lease:

- Have I stayed within the mileage allotted under the lease? If not, how much will I owe in excess mileage fees?

- Is there any damage to the car that would be considered "excess wear" under the lease agreement? (If there is, you should get an estimate for the repairs before you return the car so you have an idea of how much it should cost to make the repairs. You may also want to consider getting the repairs done before you return the car.)

- Did I pay a refundable security deposit at the beginning of the lease? (If you did, and there are no excess wear or mileage fees owed to the leasing company, you should get the security deposit back at the end of the lease.)

A-3

Automobile Resources on the Internet

Car shopping, research, and even filing complaints have been made a lot easier by the many consumer resources available on the Internet. Below are some of the most useful web sites you can visit.

The web page at:
www.ci.cambridge.ma.us/~Consumer/carsmart/resources.htm
contains hyperlinks to the following:

GENERAL RESOURCES

All Things Automotive
AutoSite
Car Talk
Intellichoice (price guide)
Motorist Assurance Program

CAR BUYING

AutoSeek (will negotiate a low car price for you free of charge)
Car and Driver Buyer's Guide
Carfax (avoid title/odometer fraud)
Carpoint Buying Guide from Microsoft
EPA (Fuel Economy MPG Report)
How to Buy a Car (includes links to research sites)
Nationwide New and Used Car Locator
Popular Mechanics Magazine
Used Car Buyer's Checklist

CAR DEALERS

All Things Automotive Directory

CAR COMPLAINTS

AUTOCAP: Dealers' Assn. (NADA) complaint handling program

Better Business Bureau Auto Line
(mediation/arbitration with some manufacturers)

Search for car recalls, complaints, technical service bulletins

CAR LEASING

Federal Reserve Regulation M

Lease Guide (The Art of the Deal)

Lease Source (comprehensive resource on leasing)

CAR LEMON LAWS

Massachusetts Office of Consumer Affairs

CAR PRICES (Retail and Wholesale)

Edmund's New and Used Car Guide

Kelley Blue Book

CAR REPAIRS

Automobile Service Excellence (ASE certification)

Massachusetts Auto Mechanics Ratings

Technical Service Bulletins from NHTSA

CAR REVIEWS

Car and Driver Magazine

The Car Connection (reviews, articles)

Car Guys Road Tests and Reviews

The Car Place

netMarket's Auto Vantage

CAR SAFETY/RECALLS

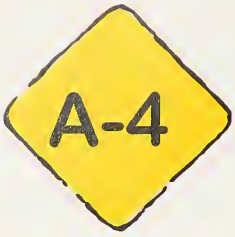
Insurance Institute for Highway Safety

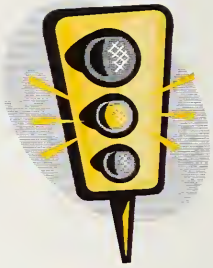
National Highway Traffic Safety Administration (NHTSA)

For additional Internet resources with ongoing additions and updates, please refer to the Consumer Resources page of: **www.comsumerworld.org**

DISCLAIMER

THE INTERNET SITES LISTED AS RESOURCES IN **CAR SMART** ARE INCLUDED BECAUSE OF THE HELPFUL AND RELEVANT INFORMATION THEY CONTAIN. SOME ARE COMMERCIAL SITES THAT PROMOTE PURCHASES OF SERVICES OR PUBLICATIONS AND/OR CONTAIN OPINIONATED INFORMATION. INCLUSION IN THIS LIST DOES NOT IN ANY MANNER CONSTITUTE ENDORSEMENT OF THE OPINIONS OR PRODUCTS OFFERED IN THE WEB SITES BY THE AUTHORS OF **CAR SMART** OR ITS FINANCIAL SPONSORS.





HELP! Resources For More Information and Assistance

Massachusetts Office of the
Attorney General
Consumer Complaint and Information Section
200 Portland Street
Boston, MA 02114
(617) 727-8400
www.magnet.state.ma.us/ag/ago.htm

Information on businesses' complaint histories, general advice on consumer problems, referrals to local consumer offices or other agencies for complaint mediation or arbitration.

Local Consumer Programs:

Work in cooperation with the Department of the Attorney General; Mediate complaints on assorted consumer issues; Car Smart and other consumer brochures available at no cost.

Berkshire County Consumer Advocates, Inc.
Pittsfield (413) 443-9128

Bentley Consumer Action Line
Brockton (800) 273-9494

Cambridge Consumers' Council
Cambridge (617) 349-6150

Consumer Assistance Council, Inc.
W. Yarmouth (508) 771-0700

Fall River Consumers' Council, Inc.
Fall River (508) 324-2003

Greater Lawrence Community Action, Inc.
Lawrence (978) 686-1990

Hampshire County District Attorney/Franklin County
Greenfield (413) 774-5102

Haverhill Community Action Council
Haverhill (978) 373-1971

MASSPIRG Consumer Action Center
Weymouth (781) 335-0280

Medford Consumer Advisory Commission
Medford (781) 393-2460

Mayor's Office of Consumer Affairs & Licensing
Boston (617) 635-4165

Consumer Assistance Office of Metro West, Inc.
Natick (508) 651-8812

Middlesex Community College Law Center
Lowell (978) 656-3342

Newton-Brookline Consumer Office
Newton (617) 552-7205

Norfolk County District Attorney's Office
Dedham (617) 984-5600 x18

Northwestern District Attorney Office
Northampton (413) 586-9225

Revere Consumer Affairs Office
Revere (781) 286-8114

South Shore Community Action Council
Plymouth (508) 747-7575 x25 or x26

Consumer Information Center
Springfield (413) 263-6516

Worcester Community Action Council
Worcester (508) 754-1176 x30

Here are some helpful contacts and descriptions of the services they provide.

AARP 55 Alive/Mature Driving Program
601 E St., N.W.
Washington, D.C. 20049

AARP's 55 Alive/Mature Driving Program – an 8-hour classroom course that helps older drivers improve skills and avoid traffic accidents and violations. Write for program information.

American Automobile Association (AAA)
Southern New England
1050 Hingham Street
Rockland, MA 02370
(781) 871-5880
www.aaascne.com

Offers members and consumers diagnostic testing for a fee.

American Express Company
World Financial Center
New York, NY 10285-4700
www.americanexpress.com/corp/consumerinfo

Free brochures on women's credit rights, establishing a financial identity and managing finances.

Better Business Bureau, Inc.
(Eastern Massachusetts, Maine and Vermont)
20 Park Plaza, Suite 820
Boston, MA 02116
(617) 426-7170
www.bosbbb.org

Better Business Bureau of Central Mass.
32 Franklin Street
Worcester, MA 01608
(508) 755-3340
www.worcester.bbb.org

Better Business Bureau of Western Mass.
293 Bridge Street
Springfield, MA 01 103
(413) 734-3114
www.springfield-ma.bbb.org

Reports on businesses, brochures on auto-related topics, general advice on consumer problems, mediation of individual complaints, arbitration on behalf of certain dealers and manufacturers. Regional toll-free number for BBB Auto Line arbitration program: 800-955-5100.

Center For Auto Safety
2001 S Street, N.W.
Suite 410
Washington, DC 20009-1160
www.lemonlaws.com/center.htm

Advice on auto problems, reports and information packets on specific defects, referrals to class action suits or other avenues of redress.

Consumer Reports
101 Truman Avenue
Yonkers, NY 10703-1057
www.ConsumerReports.org

Reports on new and used cars, minivans, pickups, and SUVs. Publishes annual auto issue that includes new model ratings and profiles, crash test results, reliability records, and best and worst used car lists. Offers detailed pricing information through their New Car Price Service and Used Car Price Service.

Department of Energy
Conservation and Renewable Energy
Inquiry and Referral Service
Box 3048
Merrifield, VA 22116
1-800-523-2929
www.eren.doe.gov/feguide

Free gas mileage guide energy and conservation information for car owners.

Office of Consumer Affairs
1 Ashburton Place
Boston, MA 02108
(617) 727-7780
www.consumer/consumer/blemon.htm

General advice on consumer problems, referrals to agencies for complaint mediation or arbitration, free brochures on the Lemon Aid Law, the Used Vehicle Warranty Law, the New Car Lemon Law, consumers' auto repair rights, Small Claims Court. Also the place to obtain applications for state-certified new and used Lemon Law arbitration programs.

Federal Reserve Bank of Boston
Consumer Regulations, Bank Examination Dept.
P.O. Box 2076
600 Atlantic Avenue
Boston, MA 02106-2076
(617) 973-3755

Answers questions pertaining to the Federal Reserve System's consumer protection regulations, including regulations governing credit and leasing transactions. Handles complaints against state member banks of the Federal Reserve System. Free copies of the consumer regulations and related publications are available upon request.

Federal Trade Commission
Washington, DC 20580
www.ftc.gov

Publications on leasing cars, car financing scams, octane ratings, vehicle repossession, credit, auto service contracts. Most are free; write for publications list.

Massachusetts Bar Association Lawyer Referral Service
20 West Street
Boston, MA 02111-1218
(800) 392-6164

Provides referrals to consumers seeking the assistance of a lawyer.

Massachusetts Division of Insurance
470 Atlantic Avenue
Boston, MA 02210-2208
(617)521-7777
www.magnet.state.ma.us/doi

Regulates all aspects of the insurance business. Provides information and assistance on all insurance related problems.

Massachusetts Registry of Motor Vehicles
P.O. Box 199100
Roxbury, MA 02119-9100
(617)351-4500
(800)858-3926
www.magnet.state.ma.us/rmv/index.htm

General information on topics such as registrations, driver's licenses, vehicle titles, suspensions and vehicle inspections. "Driver's Manual" contains a great deal of information about RMV policies and state laws.

National Automobile Dealer Association (NADA)
8400 Westpark Drive
McLean, VA 22102
(800)544-6232
www.nadanet.com/consumer/autocap.htm

Publishes official used car guide that provides projected regional values for the following categories: average retail price, average loan value, and average trade-in or wholesale value.

National Highway Traffic Safety Administration
400 7th Street, S.W.
Washington, DC 20590
1-800-424-9393
www.nhtsa.dot.gov

Hotline for reporting or obtaining information on auto safety problems, recalls and service bulletins, free guides to tire grading, auto crash results, fuel economy, and odometer laws, printouts about other people's problems with the same vehicles.

National Institute for Automotive Service Excellence
13505 Dulles Technology Drive
Herndon, VA 22071-3415
(703) 713-3800
www.asecert.org./tips/index.htm

Free consumer brochures on communicating with mechanics, choosing repair shops, getting cars ready for summer heat or winter cold, keeping cars tuned up and running well.

Small Claims Advisory Service
Phillips Brook House
Harvard Yard
Cambridge, MA 02138
(617) 497-5690
www.hcs.harvard.edu/~scas

Advice on procedural questions concerning small claims court issues.

Massachusetts Consumers' Coalition
c/o Cambridge Consumers' Council
831 Massachusetts Avenue
Cambridge, MA 02139
(617) 349-6152
(617) 349-6148 (fax)

Publisher of Car Smart, a coalition of consumer groups and agencies concerned with protecting consumers and ensuring fairness in the marketplace.

www.ci.cambridge.ma.us./~Consumer/mcc.htm

Happy Motoring

ALLIED PRINTING TRADES UNION LABEL COUNCIL BOSTON, MASS.